

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

H&E EQUIPMENT SERVICES, INC.,)
a Delaware corporation,)

Plaintiff,)

vs.)

JOHN E. JURASEK, individually and)
d/b/a HIGH LIFT WHOLESALE, INC.,)

Defendant,)
)

Case No. 13-cv-50212

COMPLAINT

Plaintiff, H&E EQUIPMENT SERVICES, INC., a Delaware corporation ("H&E"), by its attorneys, HOLMSTROM & KENNEDY, P.C., for its Complaint against Defendant, JOHN E. JURASEK, individually and d/b/a HIGH LIFT WHOLESALE, INC., states as follows:

1. H&E is a Delaware corporation with its corporate headquarters in Baton Rouge, Louisiana.

2. John E. Jurasek ("Jurasek") is an individual residing in Machesney Park, Winnebago County, Illinois.

3. Jurisdiction is founded upon Diversity of Citizenship, pursuant to 28 U.S.C. §1332. H&E is a corporation incorporated under the laws of the State of Delaware, having its corporate headquarters in the State of Louisiana, and Jurasek is an individual residing within the State of Illinois. The amount in controversy, without interest and costs, exceeds the sum of \$75,000.00.

4. High Lift Wholesale, Inc. ("High Lift") was an Illinois corporation which maintained its principal office in Machesney Park, Winnebago County, Illinois.

5. On October 10, 2008, High Lift was involuntarily dissolved by the Illinois Secretary of State and is no longer a corporate entity.

6. On or about September 2, 2010, Jurasek executed an Application for Credit and Contract ("Application") to obtain an open charge account with H&E, a true and correct copy of which Application is attached hereto and hereby incorporated by reference as Exhibit A.

7. The Application provides that all invoices from H&E are payable upon receipt, with the full amount of each invoice due within thirty (30) days of each invoice date.

8. Between August 2012 and October 2012, H&E sold and delivered to Jurasek, at his request, on open account, equipment including, but not limited to, telescopic boomlifts.

9. Between August 2012 and October 2012, H&E forwarded to Jurasek invoices for the equipment sold and delivered by H&E to Jurasek, true and correct copies of which invoices are attached hereto and hereby incorporated by reference as Group Exhibit B ("Invoices").

10. Jurasek has defaulted under the terms of the Application due to his failure to pay to H&E the entire amount due for the purchase of equipment as set forth upon the Invoices.

11. On or about May 15, 2013, H&E forwarded a letter to Jurasek demanding that Jurasek pay the entire unpaid balance due and payable to H&E for the purchase of

equipment as set forth upon the Invoices, a true and correct copy of which letter is attached hereto and hereby incorporated by reference as Exhibit C.

12. Although requested to do so, Jurasek has failed and refused to pay to H&E the entire unpaid balance due for the purchase of equipment as set forth upon the Invoices.

13. The Application provides that Jurasek will pay attorneys fees, costs and expenses incurred by H&E in collecting any amounts past due and if an invoice was not paid in full within thirty (30) days interest would accrue upon the balance of the invoice at the rate of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum.

14. As of May 2, 2013, the unpaid balance of principal and interest due and payable by Jurasek for the purchase of equipment from H&E as set forth upon the Invoices was Two Hundred Twenty-Nine Thousand Two Hundred Fifty-Two and 08/100 Dollars (\$229,252.08) with interest accruing at the rate of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum upon the unpaid balance of the Invoices.

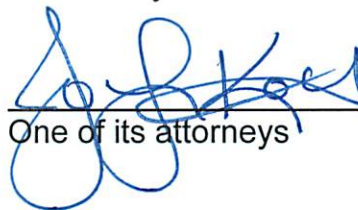
WHEREFORE, Plaintiff, H&E EQUIPMENT SERVICES, INC., a Delaware corporation, requests that a judgment be entered in favor of Plaintiff, H&E EQUIPMENT SERVICES, INC., a Delaware corporation, and against Defendant, JOHN E. JURASEK, individually and d/b/a HIGH LIFT WHOLESALE, INC., in the amount of Two Hundred Twenty-Nine Thousand Two Hundred Fifty-Two and 08/100 Dollars (\$229,252.08), plus interest thereon from May 2, 2013 at the rate of 18% per annum, an award of

reasonable attorneys' fees, its costs of suit and for such other and further relief as this Court shall deem just and equitable.

Dated: June 21, 2013

H&E Equipment Services, Inc., a
Delaware corporation, Plaintiff

By: Holmstrom & Kennedy, P.C.,
Its attorneys

By: 
One of its attorneys

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